

**E-164-15****Contract Details**SERVICE: Judicial Hearing OfficerNIFS ID #: CLTV15000027NIFS Entry Date: 8/12/2015Term: from 01/01/14 to 12/31/15

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #2	<b>X</b>
Time Extension	<input type="checkbox"/>
Addl. Funds	<b>X</b>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <b>X</b>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <b>X</b>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <b>X</b>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <b>X</b>	No <input type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/>	No <b>X</b>

OK!  
Q.A.**Agency Information**

Vendor	
Name <b>John P. O'Shea</b>	Vendor ID# <b>072-46-4550</b>
Address <b>15 Croyden Road</b> <b>Mineola, NY 11501</b>	Contact Person  Phone <b>(516) 746-5671</b>

County Department	
Department Contact <b>John G. Marks</b>	
Address <b>16 Cooper Street, Hempstead, NY 11550</b>	
Phone <b>(516) 572-2654</b>	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<b>8/12/15</b> <i>John G. Marks</i>	
<b>8/12/15</b>	OMB	NIFS Approval	<input checked="" type="checkbox"/>	<b>8/12/15</b> <i>CA</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
<b>8/18/15</b>	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	<b>8/18/15</b> <i>Q. Amato</i>	
<b>8/19/15</b>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<b>8/19/15</b> <i>W</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
<b>8/19/15</b>	Rules <input checked="" type="checkbox"/> / Leg. <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<b>8/19/15</b> <i>Concetta A. Petrucci</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>		
	Chief Deputy County Executive		<input type="checkbox"/>		
<b>8/11/15</b>	Deputy County Executive		<input type="checkbox"/>	<b>8/22/15</b> <i>CLERK OF THE LEGISLATURE</i>	

# Contract Summary

**Description:** Contract to increase the maximum amount to be paid to the Contractor.**Purpose:**

Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

**Method of Procurement:**

No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

**Procurement History:**

Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor has served as a Village Justice in Mincola since 1985.

**Description of General Provisions:**

The Contractor shall serve as a JHO as more fully described above.

**Impact on Funding / Price Analysis:**

Impact on funding is an additional \$11,000.00 to be added to the original contract amount of \$41,000.00 for a total of \$52,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted

## Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CL


FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXXX</del>
County	\$ 11,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 11,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	\$ 11,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 11,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Irene M. Higgins**

Date: **8/12/2015**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <b>9/1/15</b>
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY  
AND JOHN P. O'SHEA

WHEREAS, the County has negotiated an amendment to a personal services agreement with John P. O'Shea to provide for the hearing parking and traffic violations in the same manner as a court, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

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RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with John P. O'Shea.

**ADMINISTRATIVE PROCESSING OF LEGISLATION**

**NAME OF ITEM** Resolution John P. O'Shea CLTV15000027

**ATTORNEY RESPONSIBLE FOR ITEM** Dennis McDermott

**CHECKLIST** (attorney - please write N/A where an action is not necessary; please initial where an action has been completed; first step should generally be completed by attorney):

**ITEM WAS ENTERED IN EXCEL OR PROLAW** \_\_\_\_\_

**SIGN OFF BY BUDGET** \_\_\_\_\_

**DCE (Rob Walker or Tim Sullivan) SIGNATURE ON RECOMMENDATION** \_\_\_\_\_

**SIGN OFF BY GREG MAY** \_\_\_\_\_

**CLERK ITEM NUMBER WAS ADDED TO STAFF SUMMARY** \_\_\_\_\_

**CLERK ITEM NUMBER WAS ENTERED IN EXCEL/PROLAW** \_\_\_\_\_

**ITEM WAS ADDED TO THE LATEST PROPOSED CALENDAR IN WORD (open (G:) drive)** \_\_\_\_\_

**FOUR COPIES WERE MADE** \_\_\_\_\_

**ONE COPY WAS FILED IN CLERK'S OFFICE** \_\_\_\_\_

**THE RESOLUTION WITH ORIGINAL SIGNATURE OF ATTORNEY APPROVING AS TO FORM, PLUS ANY RECOMMENDATION WITH ORIGINAL SIGNATURE OF DCE, WAS FILED ALONG WITH THE ONE COPY** \_\_\_\_\_

**DATE OF FILING WAS NOTED IN EXCEL OR PROLAW** \_\_\_\_\_

**RECEIPT WAS FILED IN BUREAU FILE** \_\_\_\_\_

**COPIES WERE FILED IN MAIN BUREAU FILE AND IN EXTRA COPY FILE** \_\_\_\_\_

**COPY WAS DELIVERED TO GREG MAY** \_\_\_\_\_

**SPECIAL INSTRUCTIONS/COMMENTS:**

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** John P. O'Shea

**CONTRACTOR ADDRESS:** 15 Croyden Road, Mineola, NY 11501

**FEDERAL TAX ID #:** 072-46-4550

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

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**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on January 16, 2014. This is an amendment within the scope of the contract or RFP. Copies of the contract are attached as well as an evaluation of services.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
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- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

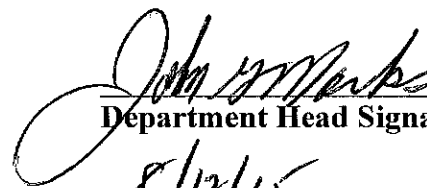
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

**X** A review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
8/12/15  
\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./ Prof. Services Contracts: Rev. 02/04*

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: John P. O'Shea  
Address: 15 Croyden Road  
City, State and Zip Code: Mineola, NY 11501
2. Entity's Vendor Identification Number: 072-46-4550
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Individual (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

John P. O'Shea  
15 Croyden Rd.  
Mineola, NY 11501

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/11/15

Signed: John P. O'Shea  
Print Name: John P. O'Shea  
Title: JH O

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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## **AMENDMENT NO. 2**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), dated as of August 11, 2015 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department" or "TPVA"), and (ii) John P. O'Shea, having his principal office at 15 Croyden Road, Mineola, New York 11501 (the "Contractor").

### **W I T N E S S E T H:**

WHEREAS, pursuant to County contract number CQTV14000011 between the County and the Contractor, executed on behalf of the County on January 16, 2014 and as amended by amendment one (1), County contract number CLTV15000014, executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations and also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2014 until December 31, 2015, subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Forty-One Thousand Dollars (\$41,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.


NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Eleven Thousand Dollars (\$11,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Fifty Two Thousand Dollars (\$52,000.00) ("Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**John P. O'Shea**

By:   
Name: John P. O'Shea  
Title: Judicial Hearing Officer  
Date: 8/11/15

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive \_\_\_\_\_  
Date: \_\_\_\_\_

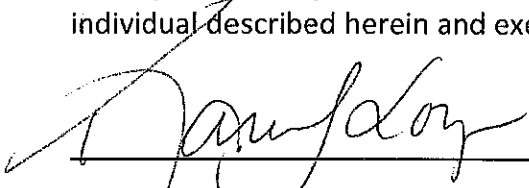
PLEASE EXECUTE IN BLUE INK

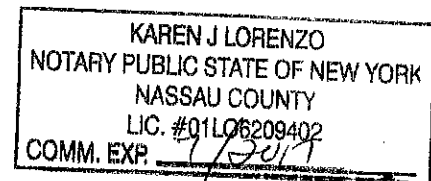
STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the 11 day of August in the year 2015 before me personally came John P. O'Shea to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of \_\_\_\_\_; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

*original contract*

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of November 6, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) John P. O'Shea, having his principal office at 15 Croyden Road, Mineola, NY 11501, (the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2014 and terminate on December 31, 2014, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

- a. determine all questions of law;
- b. act as the exclusive trier of all issues of fact
- c. render a verdict;
- d. impose sentence; or
- e. dispose of a case in any manner provided by law.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the statutory rate of Three Hundred Dollars (\$300.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Fifty Dollars (\$150.00) for a half day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Fifty Dollars (\$150.00) for weekday night session from 5:15 p.m. to 8:00 p.m. as provided by Section 122.8 of the Rules of the Chief Administrator of the Courts or such other amount as may be provided by amendment and in no event

shall exceed Twenty Four Thousand dollars (\$24,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances as provided by section 122.8 of the Rules of the Chief Administrator of the Courts.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:



- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency.

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent.

regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

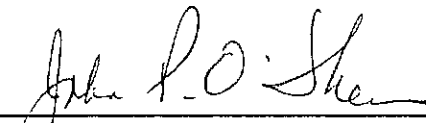
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

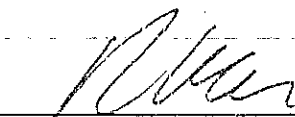
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

JOHN P. O'SHEA

By:   
Name: John P. O'Shea  
Title: Judicial Hearing Officer  
Date: 11/6/13

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: County Executive  
Date: 11/6/14

*Chief*

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

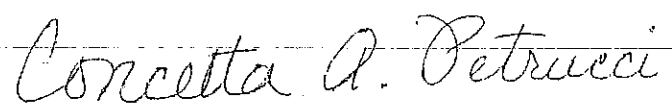
On the 6<sup>th</sup> day of November in the year 2013 before me personally came John O Shea to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the individual described herein and which executed the above instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

JESSICA FRUGONI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FR6197115  
Qualified in Suffolk County  
My Commission Expires December 29, 2016

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 16 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
\_\_\_\_\_  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE1259028  
Qualified in Nassau County  
Commission Expires April 02, 2016

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

John P. O'Shea (Name)  
15 Croyden Road (Address)  
Mineola, NY 11501 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ ~~has~~ \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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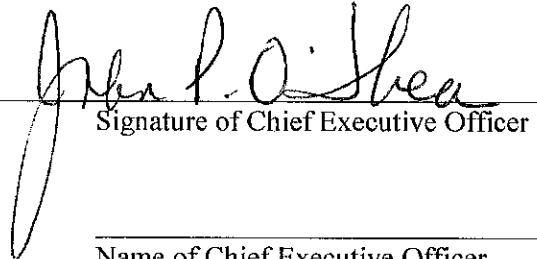
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

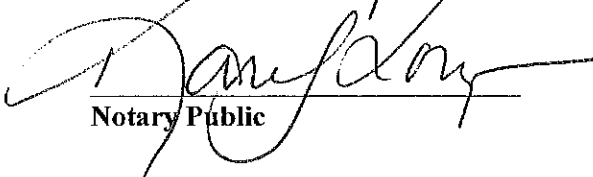
8/11/15  
Dated

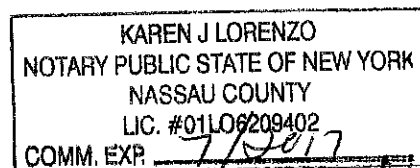
  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

11 day of August, 2015.

  
Notary Public





## AMENDMENT #1

AMENDMENT, dated as of December 3, 2014 between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) John P. O'Shea, having his principal office at 15 Croyden Road, Mineola, New York, 11501, (the "Contractor")

### WITNESSETH:

WHEREAS, pursuant to County contract number CQTV14000011 between the County and the Contractor, executed on behalf of the County on January 16, 2014 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2014 through December 31, 2014 with the county in its sole discretion, having the option to renew for a one year period. It now wishes to exercise that option to renew for one year terminating on December 31, 2015;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty- Four Thousand dollars (\$24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term, increasing the Maximum Amount, and amending the Services.

NOW, THEREFORE, In consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be December 31, 2015.

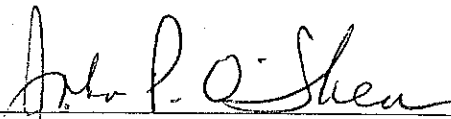
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventeen Thousand Dollars (\$17,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-One Thousand dollars (\$41,000.00) ("Amended Maximum Amount").

3. Services. In addition to the Services provided under the Original Agreement, the Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with The Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.


2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**JOHN P. O'SHEA**

By:   
Name: John P. O'Shea  
Title: Judicial Hearing Officer  
Date: 12/4/14

**NASSAU COUNTY**

By:   
Name: Charles Ribando  
Title: County Executive  
Date: 2/22/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the 4<sup>th</sup> day of December in the year 2014 before me personally came John P. O'Shea to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

Krista Miller

NOTARY PUBLIC

Notary No. 01M16296560

Expires 02/03/2018

STATE OF NEW YORK

SS.:

COUNTY OF NASSAU

On the 27 day of February in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

CONCETTA A. PETRUCCI  
Notary Public, State of New York

No. 01P00013023  
Qualified in Nassau County  
Commission Expires April 02, 2016

Concetta A. Petrucci

NOTARY PUBLIC